

SOUTH CAROLINA  
FIRST FORM NO. 2175M  
REV. 1-1-60

GREENVILLE CO. S.C.

# MORTGAGE

FEB 2 11 40 AM '79

THIS MORTGAGE IS SUBJECT TO THE PROVISIONS OF THE MORTGAGE ACT OF SOUTH CAROLINA AS AMENDED.

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TO ALL WHOM THESE PRESENTS MAY CONCERN: ALBERT J. LIEBERMAN AND EVELYN H. LIEBERMAN

Greenville, South Carolina

hereinafter called the Mortgagor, send(s) greetings:

WHEREAS, the Mortgagor is well and truly indebted unto COLONIAL MORTGAGE COMPANY

organized and existing under the laws of STATE OF ALABAMA hereinafter called the Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, in the principal sum of **TWENTY FIVE THOUSAND AND NO/100**

Dollars (\$ 25,000.00 ), with interest from date at the rate of **Nine and one-half** per centum ( 9.50 ) per annum until paid, said principal and interest being payable at the office of **Colonial Mortgage Company**

P.O. Box 2571 in Montgomery, Alabama 36105 or at such other place as the holder of the note may designate in writing, in monthly installments of

**TWO HUNDRED TEN AND 22/100** Dollars (\$ 210.22 ), commencing on the first day of **April**, 1979, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of **March, 2009**.

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt and for better securing the payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto the Mortgagee, its successors and assigns, the following-described real estate situated in the County of **Greenville** State of South Carolina:

**ALL that certain piece, parcel or lot of land in the State of South Carolina, County of Greenville in the City of Greenville, being shown and designated as Lot No. 16, Block B on plat of Melville Land Company's Subdivision, No. 2, recorded in the RMC Office for Greenville County in Plat Book A at Page 59 and also shown on a plat of Property of Albert J. Lieberman and Evelyn H. Lieberman, prepared by Carolina Surveying Company dated January 30, 1979 and having, according to the more recent plat, the following metes and bounds, to-wit:**

**BEGINNING at an iron pin on the northeastern edge of Traction Street at the joint front corner of lots 15 and 16 and running thence N. 43-45 E., 150 feet to an iron pin; thence S. 46-15 E., 50 feet to an iron pin on Aiken Street; thence with Aiken Street, S. 43-45 W., 150 feet to an iron pin at the corner of Traction Street and Aiken Street; thence with Traction Street, N. 46-15 W., 50 feet to an iron pin being the point of BEGINNING.**

This is the same property conveyed to the Mortgagors by Deed of Ronald Lee Carter and Rebecca C. Carter recorded in Deed Book 1696 at Page 129, RMC Office for Greenville County. **RECORDED FEB 2, 1979**

Mortgagee's Address:  
P.O. Box 2571  
Montgomery, Alabama 36105

RECORDED  
FEB 2 1979  
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Together with all and singular the rights, members, hereditaments, and appurtenances to the same belonging or in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and building fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

**TO HAVE AND TO HOLD** all and singular the said premises unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises hereinafove described in fee simple absolute, that he has good right and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever. The Mortgagor further covenants to warrant and forever defend all and singular the premises unto the Mortgagee forever, from and against the Mortgagor and all persons who sever lawfully claiming the same or any part thereof.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner thereon provided. Privilege is reserved to pay the amount of such principal and interest equal to one or more monthly payments on the principal that are next due on the date on the first day of any month prior to maturity, provided that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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